

**MEMORANDUM OF AGREEMENT**  
**Measurement, Composition, Fabrication, or Analysis**  
**Academic Research Services for Industry**

**Agreement Number** \_\_\_\_\_

**THIS AGREEMENT**, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the University of Idaho (hereinafter referred to as "University") and \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (hereinafter referred to as "Sponsor")

**RECITALS:**

1. University has developed a measurement, composition, fabrication, or analysis expertise and related, technologies, equipment, or facilities (hereinafter referred to as "Academic Research Services"), in the area of \_\_\_\_\_ which Academic Research Services it intends to utilize in fulfillment of its role as a Land Grant University by providing special Academic Research Services to its various constituencies, including private companies, for the benefit of the State of Idaho;
2. Sponsor desires specialized academic research assistance requiring these Academic Research Services;
3. Such Academic Research Services are currently available on a limited basis from University;
4. Academic Research Services contemplated by this Agreement are of mutual interest and benefit to University and Sponsor, will further the Instructional, Research, and Public Service missions of University, and may derive benefits for both Sponsor and University through the advancement of knowledge;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth below, the parties hereto agree to the following:

**Article 1 - Academic Research Services**

Academic Research Services are described in the scope of work described in Appendix A hereof, under the direction of \_\_\_\_\_ (hereinafter referred to as "Principal Investigator").

**Article 2 - Period of Performance**

The period of performance shall be \_\_\_\_\_ to \_\_\_\_\_.

**Article 3 - Funds**

This is a cost reimbursable agreement. Total cost to Sponsor shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). Payments shall be made by Sponsor within thirty (30) days of receipt of monthly invoices.

**Article 4 - Reports and Publications**

University shall provide Sponsor with a written report regarding the data obtained in the course of said Academic Research Services to the extent required in Appendix A. Said report shall be maintained as confidential pursuant to

Article 5 of Agreement. Sponsor recognizes that the results of Academic Research Services which do not disclose Confidential Information provided hereunder may be deemed publishable by University, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement.

#### **Article 5 - Confidentiality**

"Confidential Information" shall mean any Sponsor-provided materials, written information, and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to the other party within sixty (60) days of such non-written disclosure. University hereby agrees to use the same degree of care it uses to protect its own confidential information to: 1) maintain for a period of five (5) years the confidential information obtained from Sponsor pursuant to this Agreement and sent to Principal Investigator referred to above; and 2) maintain as confidential any data and interpretation of said confidential information arising out of said Academic Research Services until Sponsor has had the opportunity to review same. Publications will be limited to new scientific information regarding Academic Research Services performed, and University will use reasonable efforts not to disclose proprietary processes or methods of Sponsor, or the nature or composition of materials provided by Sponsor. University will provide Sponsor with thirty (30) days to review any manuscripts or proposed publications arising out of Academic Research Services. University's obligations hereunder do not apply to information in the public domain, or independently known or obtained by University.

#### **Article 6 - Intellectual Property**

"Project" shall mean the Academic Research Services described in Appendix A hereof.

"Intellectual Property" shall mean those inventions and/or discoveries conceived and/or reduced to practice in performance of this Project and resulting patents, divisions, continuations, or substitutions of such applications and all reissues thereof, upon which a University employee or agent is a named inventor.

Sponsor has the right to receive ownership of Intellectual Property. University reserves the right to file a provisional patent application to protect Intellectual Property in circumstances where University has an expedited need to publish or present results. University will promptly disclose Intellectual Property to Sponsor in writing. Sponsor has ninety (90) days from the receipt of the disclosure to request University to assign ownership to Sponsor. In consideration for assigning ownership, Sponsor shall reimburse University for any patent protection costs incurred.

In the event University background intellectual property is required to practice Intellectual Property, University will negotiate an option or license to the extent such rights are available.

#### **Article 7 - Publicity**

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

#### **Article 8 - Termination**

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Sponsor. At the request of Sponsor, all unused Sponsor-provided materials at the time of termination shall either be destroyed by University or returned to Sponsor.

#### **Article 9 - University Status**

In the performance of all Academic Research Services, hereunder, University shall be deemed to be and shall be an independent contractor.

#### **Article 10 - Warranties and Indemnity**

University in no way guarantees Academic Research Services performed pursuant to this Agreement and makes no warranties, express or implied, regarding the quality of product produced under this Agreement. Sponsor agrees to indemnify and hold harmless University against any claims and costs (including counsel fees) arising out of

Sponsor's commercial sale or distribution of products or processes developed under this Agreement, or its reliance upon the reports set forth in Article 4.

#### **Article 11 – Export Control**

The University will not accept export-controlled materials or technical information under this agreement. Sponsor warrants that materials and technical information provided to University are not subject to U.S. Export Control laws.

#### **Article 12 – Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, without regard to its choice of law provisions. Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts.

#### **Article 13 – Entire Agreement**

This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

By An Authorized Official of University

By An Authorized Official of Sponsor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_